the damages for the period between the breach of the contract and the time of the trial may be mitigated in favor of the employer if he shows that the discharged employee secured other remunerative employment during the period in question, or by the exercise of reasonable enterprise might have done so. *Leatherberry v. Odell,* 7 Fed., 641; *Gordon v. Brewster,* 7 Wis., 355. In a like manner the probability of an opportunity for such employment may be shown in mitigation of the prospective damages of the employee. *Pierce v. Tennessee, etc., Co., supra; Boland v. Glendale Quarry Co.,* 127 Mo., 520.

MILITIA—ENLISTMENT OF MINOR.—ACKER V. BELL, 57 SOU. (FLA.), 356. —*Held,* that under the Constitution and laws of Florida, a minor over the age of 18 years is bound by his enlistment into the military service of the State, even though the consent of his parents was not obtained for such enlistment.

At common law an enlistment of a minor was not voidable, either by the infant himself or by his parent or guardian. *King v. Inhabitants of Lytchet, Matraverse,* 1 Man. & Ry., 25; *Commonwealth v. Gamble,* 11 Searg. & R. (Pa.), 93. For such enlistment is not a contract only, but also effects a change of status. *Grimley's Case,* 137 U. S., 147; *Morrissy's Case,* 137 U. S., 157. In some jurisdictions the contract of enlistment has been held incapable of avoidance by the infant himself, though made without consent of parent or guardian; *Porter v. Sherburne,* 21 Me., 258; *In re Dewey,* 11 Pick. (Mass.), 265; but voidable at the instance of parent or guardian. *McConologue's Case,* 107 Mass., 154; *Matter of Dobbs,* 21 How. Pr. (N. Y.), 68; *Ex parte Burke,* 4 Fed. Cas., 2156a. Under certain statutes, however, the enrollment of a minor is void unless made with consent of parent or guardian. *In re Kimball,* 9 Law Rep. (Mass.), 500; *In re Carlton,* 7 Cow. (N. Y.), 471. But this does not apply to enlistment in voluntary organizations mustered into service by the Federal government. *Lanahan v. Berge,* 30 Conn., 438; *United States v. Lipscomb,* 4 Grat. (Va.), 41.

SALES—IMPLIED WARRANTY OF SOUNDNESS—FOOD.—DULANEY ET AL. V. JONES & ROGERS, 57 So., 225 (MISS).—*Held,* that a seller of provisions intended for human food impliedly warrants soundness; but this is not true in the case of sale of feed for animals.

Where personalty is bought for a particular purpose known to the seller and the buyer does not inspect the goods, but trusts to the judgment of the seller, there is an implied warranty that the goods will be reasonably fit for that purpose. *Troy Grocery Co. v. Potter,* 139 Ala., 359; *Burch v. Spencer,* 15 Hun. (N. Y.), 504. Food sold for immediate human consumption by a dealer is impliedly warranted to be sound. *Wiedeman v. Keller,* 171 Ill., 93; *Howard v. Emerson,* 110 Mass., 320; *Benjamen On Sales,* p. 661. If a dealer sells to a dealer, or a non-dealer sells food, or